

United States Bankruptcy Court

District of New Jersey

Mitchell H. Cohen U.S. Courthouse

P.O. Box 2067

Camden, New Jersey 08101

JUDITH H. WIZMUR

U.S. Bankruptcy Judge

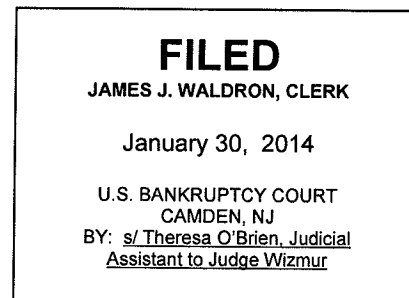
(856) 361-2320

January 30, 2014

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Cohen Fineman, LLC
Five Greentree Centre
Suite 104, Route 73
Marlton, NJ 08053

Stephen C Thayer
Nicole Thayer
1074 Buckingham Drive
West Deptford, NJ 08086

Re: BGM Financial LLC v. Thayer
Case No. 13-19815/JHW
Adver. No. 13-1835
Letter Opinion



Dear Counsel and Mr. and Mrs. Thayer:

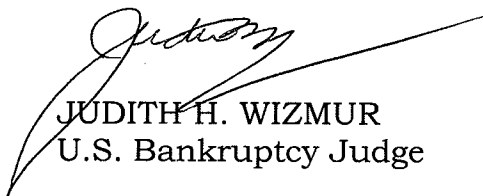
You will recall that at the end of the testimony received in the above-captioned matter, which seeks to declare nondischargeable the debt due from the defendants to the plaintiff on 11 U.S.C. § 523(a)(4) grounds, plaintiff's counsel presented a proposed alternate ground for finding nondischargeability, 11 U.S.C. § 523(a)(7). Plaintiff's counsel presented the case of Dobrek v. Phelan, 419 F.3d 259 (3d Cir 2005) to support his proposition. I have reviewed the case and conclude that the holding in the Dobrek case does not pertain to the issues presented in the case pending before me, and does not alter my bench ruling.

In Dobrek, the central issue was whether the commercial bail bondsman's debt due to a municipality, arising from the bail bondsman's liability to the municipality where the criminal defendant to whom a bail bond was executed failed to appear for his criminal trial, was nondischargeable under 11 U.S.C. § 523(a)(7) ("to the extent such debt is for a fine, penalty or forfeiture payable to and for the benefit of a governmental unit . . ."). The court answered that the debt was nondischargeable, because it was payable to a governmental unit, and because the debt was for a "forfeiture".

Here, we do not have a debt "payable to and for the benefit of a governmental unit." Rather, the obligation from the debtors to the plaintiff in this action, Bail Group Management, Inc., is a contractual obligation between private parties, that is governed by the provisions of the contract between them. Neither the statute cited nor the case presented interpreting the statute is applicable here.

Plaintiff's counsel is directed to submit a form of judgment, following submission to the defendants.

Very truly yours,



JUDITH H. WIZMUR
U.S. Bankruptcy Judge

JHW:tob